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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-D-N077/0001 MOD/AMD 01 | Page 2 of 4 |
| Name of Offeror or Contractor: SIERRA ASSEMBLY TECHNOLOGY, INC | | |

SECTION A - SUPPLEMENTAL INFORMATION

NOUN: CIRCUIT CARD ASSEMBLY

NSN: 5998-01-073-0162

- Contract DAAE07-03-D-N077, Delivery Order 0001, entered into by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Contracting Officer executing this document, and Sierra Assembly Technology, Inc. (hereinafter called the "Contractor"), dated July 28, 2003, is hereby Terminated for Default.
- Such Termination for Default, in accordance with Clause I-53, FAR 52.249-8, entitled DEFAULT--FIXED PRICE SUPPLY AND SERVICE, of the basic contract, will be effective immediately upon receipt of this notice of termination.
- Such acts or omissions include the failure to deliver on the established delivery dates for CLIN's 0011AA (Production Quantity) and 0016AA (FAT).
- As a result of this Termination of Government Contract DAAE07-03-D-N077, Delivery Order 0001, the quantity is hereby decreased by 66 Each. Further, the total dollar amount is decreased by \$54,349.02.
- The above failure constitutes breach of the Contract and is proper cause for Default. The right of the Contractor to proceed further with performance of the Contract is terminated.
- This Notice of Termination constitutes a decision pursuant to the "Disputes" clause of this Contract that the Contractor is in Default, as hereby specified, and that the failure enumerated is not due to causes beyond the control of the Contractor, but are within the fault or negligence of the Contractor. As such, the Contracting Officer finds and determines as a final decision, that the Contractor's failure to perform is not excusable.
- This is the final decision of the Contracting Officer. This decision may be appealed to the Armed Services Board of Contract Appeals (ASBCA).
- If you decide to make such an appeal, you must mail or otherwise furnish written notice thereof to the ASBCA within ninety (90) days from the date you received this decision. A copy thereof shall be furnished to the Contracting Officer from whose decision the appeal is taken. The notice shall indicate that an appeal is intended, shall reference this decision and identify the Contract by number.
- If any dispute resulting from this decision, hereinabove set forth, involves an amount which is \$10,000.00 or less, there is available, at the sole election of the Contractor, a Small Claim (Expedited) Procedure under Rule 12 of the ASBCA. In order to invoke such a procedure, the Contractor must request that the appeal be processed under Rule 12.
- If any dispute resulting from this decision, hereinabove set forth, involves an amount not in excess of \$50,000.00, there is also available, at the sole election of the Contractor, an Optional Accelerated Procedure of the Board (Rule 12). In order to invoke such a procedure, the Contractor must request that the appeal be processed under Rule 12.
- Instead of appealing to the ASBCA, you may bring an action directly in the U.S. Court of Federal Claims (except as provided in the Contract Disputes Act of 1978, 41 USC 603 regarding Maritime Contracts), within twelve (12) months of the date you receive this decision.
- As a result of this Modification 01, Government Contract DAAE07-03-D-N077, Delivery Order 0001, has been Terminated for Default.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor: SIERRA ASSEMBLY TECHNOLOGY, INC

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| 0011AA | DELETED | | | | |
| 0016AA | DELETED | | | | |

Name of Offeror or Contractor: SIERRA ASSEMBLY TECHNOLOGY, INC

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE | PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u> | | OBLG STAT/ <u>JOB ORD NO</u> | | <u>PRIOR AMOUNT</u> | | INCREASE/DECREASE <u>AMOUNT</u> | | CUMULATIVE <u>AMOUNT</u> |
|--------|---|----|---------------------------------|----|---------------------|----|------------------------------------|----|-----------------------------|
| 0011AA | EH34L066EH | AA | 2 | \$ | 54,349.02 | \$ | -54,349.02 | \$ | 0.00 |
| | 060011 | | | | | | | | |
| | | | | | NET CHANGE | \$ | -54,349.02 | | |

| SERVICE <u>NAME</u> | NET CHANGE <u>BY ACRN</u> | | <u>ACCOUNTING CLASSIFICATION</u> | | | ACCOUNTING <u>STATION</u> | | INCREASE/DECREASE <u>AMOUNT</u> |
|------------------------|------------------------------|----|----------------------------------|------|--------|------------------------------|----|------------------------------------|
| Army | AA | 97 | X4930AC9D 6D | 26KB | S20113 | W56HZV | \$ | -54,349.02 |
| | | | | | | NET CHANGE | \$ | -54,349.02 |

| | | <u>PRIOR AMOUNT</u> <u>OF AWARD</u> | | <u>INCREASE/DECREASE</u> <u>AMOUNT</u> | | <u>CUMULATIVE</u> <u>OBLIG AMT</u> |
|-----------------------|----|--|----|---|----|---------------------------------------|
| NET CHANGE FOR AWARD: | \$ | 54,349.02 | \$ | -54,349.02 | \$ | 0.00 |